

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO

In Re:

Jeffrey Alan Coffman
Kristen Marie Coffman

Debtors

CASE NO. 19-17117

CHAPTER 13

JUDGE ARTHUR I. HARRIS

(377 Norwich Drive, Broadview Heights, OH
44147)

MOTION OF FREEDOM MORTGAGE CORPORATION FOR RELIEF FROM STAY

Freedom Mortgage Corporation (the “Movant”) moves this Court, under Bankruptcy Code §§ 361, 362, 363, and other sections of Title 11 of the United States Code, and under Federal Rules of Bankruptcy Procedure 4001 for an order conditioning, modifying or dissolving the automatic stay imposed by Bankruptcy Code § 362.

MEMORANDUM IN SUPPORT

1. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2). The venue of this case and this motion is proper under 28 U.S.C. §§ 1408 and 1409.
2. On June 8, 2012, Jeffrey A. Coffman and Kristen M. Coffman obtained a loan from Nations Lending Corp in the amount of \$272,893.00. Such loan was evidenced by a Promissory Note dated June 8, 2012 (the “Note”), a copy of which is attached as Exhibit A.
3. To secure payment of the Note and performance of the other terms contained in it, Jeffrey A. Coffman and Kristen M. Coffman executed a Security Agreement in favor of Mortgage Electronic Registration Systems, Inc., solely as nominee for Nations Lending Corp dated June 8, 2012 (the “Security Agreement”). The Security Agreement granted a lien on the Real Property

located at 377 Norwich Drive, Broadview Heights, OH 44147, owned by Jeffrey A. Coffman and Kristen M. Coffman (the "Collateral"). The Collateral is more fully described in the Security Agreement (check one):

☒ attached as Exhibit B;

4. The lien created by the Security Agreement was duly perfected by:

☒ Filing of the Security Agreement in the office of the Cuyahoga County Recorder on June 11, 2012.

A copy of the recorded Security Agreement is attached as Exhibit B. Based on Movant's records, the lien is the first lien on the Collateral.

5. The entity in possession of the original Note as of the date of this motion is Freedom Mortgage Corporation.

6. The entity servicing the loan is: Freedom Mortgage.

7. The Note was transferred, as evidenced by the following:

The Collateral is real estate:

☒ Under Uniform Commercial Code § 3-203(a) as applicable under state law in effect where the property is located, from the original lender:

☒ By blank endorsement on the Note.

8. The Security Agreement was transferred as follows (check one):

☒ From the original lender, mortgagee, or mortgagee's nominee on January 8, 2019 to Freedom Mortgage Corporation. The transfer is evidenced by the document(s) attached to this Motion in Exhibit C.

9. The value of the Collateral is \$398,300.00. This valuation is based on the records of the Cuyahoga County Auditor.

10. As of January 6, 2020, there is currently due and owing on the Note the outstanding principal balance of \$0.00, plus interest accruing thereon at the rate of 0.00% per annum (\$0.00 per day) from December 1, 2019, as described in more detail on the worksheet. The total provided in this paragraph cannot be relied upon as a payoff quotation. **The property was sold to Movant at Sheriff's auction held on October 21, 2019 (Exhibit E). Debtors filed their petition of Bankruptcy on November 19, 2019.**

11. The amount due and owing on the Note as set forth in paragraph 10 does include a credit for the sum held in a suspense account by the Movant. The amount of the credit is \$0.00.

12. Other parties known to have an interest in the Collateral besides the debtor(s), the Movant, and the trustee are (check all that apply):

☒ The Cuyahoga County Treasurer, for real estate taxes, in an unknown amount.

☒ Other lienholders: New Hampton Master Association holds a lien in the approximate amount of \$1,260.00; U.S. Department of House and Urban Development holds a lien in the approximate amount of \$56,988.00.

13. The Movant is entitled to relief from the automatic stay under Bankruptcy Code §362(d) for these reason(s) (check all that apply):

☒ Other cause (set forth with specificity): Under the Rule established in the case of In re Glenn, 760 F.2d 1428, 1435 (6th Cir. 1985) and In re Crawford, 232 B.R. 92 (N.D. Ohio 1999) "Once the property has been sold, the right to cure the default and reinstate the terms of the Mortgage under section 1332(b) ceases." Because the property was sold at sheriff's sale before the Debtors filed their Bankruptcy petition, Movant is entitled to Relief from Stay.

14. Movant has completed the worksheet, attached.

WHEREFORE, Movant prays for an order from the Court granting Movant relief from the automatic stay of Bankruptcy Code §362 to permit Movant to proceed under applicable nonbankruptcy law.

Respectfully submitted,

Clunk, Hoose Co., LPA

/S/ LeAnn E. Covey

LeAnn E. Covey (#0083289) - Ext. 2263

4500 Courthouse Blvd.

Suite 400

Stow, OH 44224

(330) 436-0300 - telephone

(330) 436-0301 - facsimile

bknotice@clunkhoose.com

CERTIFICATE OF SERVICE

I certify that on January 10, 2020, a true and correct copy of the Motion of Freedom Mortgage Corporation for Relief from Stay was served:

Via the court's electronic case filing system on these entities and individuals who are listed on the court's electronic mail notice list:

John N. Zomoida Jr, on behalf of Jeffrey A. Coffman, at John@Anthony-Zomoida.com

John N. Zomoida Jr, on behalf of Kristen M. Coffman, at John@Anthony-Zomoida.com

Lauren A. Helbling, Chapter 13 Trustee, at ch13trustee@ch13cleve.com

And by regular U.S. mail, postage prepaid, on:

Jeffrey A. Coffman, at 377 Norwich Drive, Broadview Heights, OH 44147

Kristen M. Coffman, at 377 Norwich Drive, Broadview Heights, OH 44147

New Hampton Master Association, Inc, at c/o K & C Service Corporation, 50 Public Square, Suite 2000, Cleveland, OH 44113

U.S. Department of Housing and Urban Development, at c/o Regional Counsel – HUD, 77 West Jackson Blvd, Chicago, IL 60604-3507

Cuyahoga County Treasurer, at 2079 East 9th Street, Cleveland, OH 44115

Clunk, Hoose Co., LPA

/S/ LeAnn E. Covey

LeAnn E. Covey (#0083289) - Ext. 2263

4500 Courthouse Blvd.

Suite 400

Stow, OH 44224

(330) 436-0300 - telephone

(330) 436-0301 - facsimile

bknotice@clunkhoose.com

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO

In re:

Jeffrey Alan Coffman and Kristen Marie
Coffman,

Debtor(s).

Case No. 19-17117

Chapter 13

Judge Arthur I. Harris

**FREEDOM MORTGAGE
CORPORATION'S RELIEF FROM STAY
WORKSHEET**

(377 Norwich Drive, Broadview Heights, OH
44147)

I. LOAN DATA

A. IDENTIFICATION OF COLLATERAL (check all that apply):

- ☒ Real Estate 377 Norwich Drive, Broadview Heights, OH 44147
☒ Principal Residence of Debtor(s)
☐ Other
- ☐ Personal Property _____
☐ Other Property _____

B. CURRENT VALUE OF COLLATERAL: \$ 398,300.00

C. SOURCE OF COLLATERAL VALUATION: Cuyahoga County Auditor

D. ORIGINAL LENDER: Nations Lending Corp

E. ENTITY ENTITLED TO ENFORCE THE NOTE: Freedom Mortgage Corporation

F. CURRENT LOAN SERVICER: Freedom Mortgage

G. DATE OF LOAN: June 8, 2012

H. ORIGINAL PRINCIPAL AMOUNT DUE UNDER NOTE: \$ 272,893.00

I. ORIGINAL INTEREST RATE ON NOTE: 3.75%

J. CURRENT INTEREST RATE: 0%

- K. ORIGINAL MONTHLY PAYMENT AMOUNT
(principal and interest only for mortgage loans): \$ 1,263.82
- L. CURRENT MONTHLY PAYMENT AMOUNT: \$ 0.00
- M. THE CURRENT MONTHLY PAYMENT AMOUNT LISTED ABOVE:

☒ Does not include any escrow amount.
- N. DATE LAST PAYMENT RECEIVED: N/A
- O. AMOUNT OF LAST PAYMENT RECEIVED: \$ 0.00
- P. AMOUNT HELD IN SUSPENSE ACCOUNT: \$ 0.00
- Q. NUMBER OF PAYMENTS PAST DUE: 0

II. AMOUNT ALLEGED TO BE DUE AS OF JANUARY 6, 2020

	<u>Description of Charge</u>	<u>Total Amount of Charges</u>	<u>Number of Charges Incurred</u>	<u>Dates Charges Incurred</u>
A.	PRINCIPAL	\$0.00		
B.	INTEREST (through 01/06/2020)	\$0.00		
C.	TAXES	\$0.00		
D.	INSURANCE	\$0.00		
E.	LATE FEES	\$0.00		
F.	NON-SUFFICIENT FUNDS FEES	\$0.00		
G.	PAY-BY-PHONE FEES	\$0.00		
H.	BROKER PRICE OPINIONS	\$0.00		
I.	FORCE-PLACED INSURANCE	\$0.00		

J.	PROPERTY INSPECTIONS	\$0.00		
K.	OTHER CHARGES (describe in detail and state contractual basis for recovering the amount from the debtor)	\$0.00		

TOTAL OF DEBT AS OF DATE MOTION IS FILED: \$0.00 *

* This total cannot be relied upon as a payoff quotation.

III. AMOUNT OF ORIGINAL PRE-PETITION ARREARAGES \$0.00

IV. AMOUNT OF ALLEGED POST-PETITION DEFAULT

	<u>Description of Charge</u>	<u>Amount</u>	<u>Number</u>	<u>Date Incurred</u>	<u>Total</u>
A.	PAYMENTS	\$0.00	0	N/A	\$0.00
B.	POST-PETITION PAYMENTS ADVANCED FOR TAXES (if not included in payment amount above)	\$0.00			
C.	POST-PETITION PAYMENTS ADVANCED FOR INSURANCE (if not included in payment amount above)	\$0.00			
D.	LATE FEES	\$0.00			
E.	NON-SUFFICIENT FUNDS FEES	\$0.00			
F.	PAY-BY-PHONE FEES	\$0.00			
G.	BROKER PRICE OPINIONS	\$0.00			

H.	FORCE-PLACED INSURANCE	\$0.00			
I.	PROPERTY INSPECTIONS	\$0.00			
J.	OTHER CHARGES (describe in detail and state the contractual basis for recovering the amount from the debtor)	\$0.00			

TOTAL ACCRUED: \$0.00

LESS SUSPENSE BALANCE: \$0.00

TOTAL POST-PETITION DEBT: \$0.00

V. THE TRUSTEE LEDGER SHOWING POST-PETITION DISBURSEMENTS ON THIS DEBT OR A POST-PETITION PAYMENT SUMMARY SHOWING THE PAYMENTS MADE BY THE DEBTOR ON THIS DEBT IS ATTACHED TO THIS WORKSHEET AS EXHIBIT 1".

This Worksheet was prepared by:

Clunk, Hoose Co., LPA

/S/ LeAnn E. Covey

LeAnn E. Covey (#0083289) - Ext. 2263

Attorneys for Movant

4500 Courthouse Blvd.

Suite 400

Stow, OH 44224

(330) 436-0300 - telephone

(330) 436-0301 - facsimile

bknotice@clunkhoose.com

EXHIBIT 1

POST PETITION PAYMENT HISTORY

As this property was sold on October 21, 2019, no post petition payments have been made.